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CENTRAL INTELLIGENCE AGENCY
1 - Annex [REDACTED]

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Contract

Moscow

12 November 1949

The Beesoyuznoye (All Soviet) Export-Import Obedineniye (Union) Soyuzneftexport, hereinafter called the seller, on the one part, and the Deutsche Aussenhandelsgesellschaft Chemie, hereinafter called the purchaser on the other part, concluded this contract as follows:

1. Object of the Contract

The seller sells and the purchaser buys 6 (six) metric tons of ethyl liquid R-9, packed, free on board Soviet-Polish frontier.

2. Quality

The ethyl fluid R-9 sold under this contract must meet the following specifications:

Appearance: A transparent fluid of red color, without precipitation

Specific gravity ranging between 1.46 and 1.60 at 15 degrees centigrade

Percentage of tetraethyl lead in percentages of weight:

Not under 49 percent.

3. Price

The price for the ethyl fluid R-9 sold under this contract is to be between 5,187 and 5,180 Rubles per one net metric ton. The value of the packing is included in this price.

4. Terms of Delivery

The seller undertakes to deliver the ethyl fluid R-9 sold under this contract by 1 January 1950, and the purchaser undertakes to take delivery of the article by that date.

5. Delivery and Acceptance quantitatively and qualitatively.

Concerning weight, the ethyl fluid R-9 sold under this contract is considered as delivered by the seller and accepted by the purchaser according to the weight indicated on the invoice bill of lading of the factory which is attached to the railroad bill of lading of the original forwarding station. As to quality, the ethyl fluid is considered as being accepted on the basis of the certificate issued by the plants which produce this article.

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6. payments.

Payment for the ethyl fluid R-9, which is delivered under this contract is to be effected in rubles. Purchaser undertakes to effect the payment owed to the seller, and, not later than 15 November 1949, to open a letter of credit by wire with the government Bank of the U.S.S.R. in Moscow to be placed at the disposal of the seller. This letter of credit for the full value of the article to be supplied under this contract shall be irrevocable, confirmed and due on 31 December of this year.

The payment from the above letter of credit to the seller will be made by the government Bank of the U.S.S.R. on presentation by the seller of bills with the receipt of the bills of lading of the railroad, the quality certificates, and the invoice bill of lading of the factory added.

The expenses for the opening of the letter of credit and the brokerage of the bank which opens the letter of credit will be paid by the purchaser.

7. Arbitration

All differences which might arise out of and/or in connection with the fulfillment of this contract by the parties concerned are to be subject to the decision of the Foreign Trade Arbitration Commission with the All-Union Chamber of Commerce in Moscow, whose decisions are final and binding for both parties.

8. Other Conditions

The seller undertakes to ship the ethyl fluid R-9 packed suitably for transportation and storage.

All alterations of and additions to this contract will only be valid if made in writing and signed by duly empowered persons. None of the contracting parties is entitled to transfer to third persons the rights and obligations arising out of this contract without the written agreement of the other party.

All communications, statements and claims in connection with the implementation of this contract must be addressed to the legal address of the respective party.

Legal Addresses of Parties

Seller w/o Soyuzneftexport Moscow, Proysed Hudoshestvennogo, Theater, 2 Purchaser Deutsche Aussenhandelsgesellschaft Chemie

Seller

sgd. 2 signatures

Purchaser

sgd. Meyer sgd. Dr. Georgi

Acknowledged on 28 November 1949

German Democratic Republic

Ministerium fuer Innerdeutschen Handel

(Ministry of Domestic Trade in Germany)

Aussenhandel and Materialversorgung, Aussenhandel

(Foreign Trade and Material Supply, Main

Section Foreign Trade)

sgn. L. Staimer

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